

THOMPSON HINE LLP
Lauren M. McEvoy, Esq.
335 Madison Ave, 12th Floor
New York, NY 10017
(212) 344-5680

and

Louis F. Solimine, Esq.
Suite 1400
312 Walnut Street
Cincinnati, Ohio 45202
(513) 352-6784

Attorneys for Linden Development, LLC

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
In re: :
: Chapter 11
:
:
MOTORS LIQUIDATION COMPANY, *et al.* : Case Nos. 09-50026 (REG)
f/k/a General Motors Corp., et al. :
:
Debtors. : Jointly Administered
:
-----X

LIMITED OBJECTION OF LINDEN DEVELOPMENT, LLC
TO DEBTORS' EIGHTH OMNIBUS MOTION PURSUANT TO
11 U.S.C. § 365 TO REJECT CERTAIN EXECUTORY CONTRACTS
AND UNEXPIRED LEASES OF NONRESIDENTIAL REAL PROPERTY

Linden Development, LLC ("Linden"), by and through its undersigned counsel, hereby objects to the Debtor's Eighth Omnibus Motion Pursuant to 11 U.S.C. § 365 to Reject Certain Executory Contracts and Unexpired Leases of Nonresidential Real Property (doc. 4291) (the "Rejection Motion") and, in particular, to the Debtors' request for an order permitting them to reject the Purchase and Sale Agreement, dated December 19, 2007, by and between Linden, as the purchaser, and Motors Liquidation Company f/k/a General Motors Corporation ("Old GM"), as the seller (the "2007 Purchase and Sale Agreement"), for certain real property located at 1016 Edgar Street in Linden, New Jersey (the "Linden Property"). Linden objects to the limited extent that the Rejection Motion does not also include six additional

documents which contain agreements between Old GM and Linden which are integral parts of the 2007 Purchase and Sale Agreement:

- (1) Confidentiality Agreement dated June 4, 2007 by and between Old GM and Linden (a copy of which is attached hereto as Exhibit A);
- (2) Quitclaim Deed dated December 21, 2007 by and between Old GM and Linden (a copy of which is attached hereto as Exhibit B);
- (3) Deed dated December 21, 2007 by and between Old GM and Linden (a copy of which is attached hereto as Exhibit C)¹;
- (4) Deed dated December 21, 2007 by and between Old GM and Linden (a copy of which is attached hereto as Exhibit D)²;
- (5) Purchase and Sale Agreement dated as of July 1, 2008 by and between Linden (as assignee of Duke Realty Limited Partnership), as the purchaser, and Old GM, as the seller (a copy of which is attached hereto as Exhibit E) (the "2008 Purchase and Sale Agreement")³; and
- (6) Deed dated December 19, 2008 by and between Old GM and Linden (a copy of which is attached hereto as Exhibit F).

All of these contracts and deeds contain agreements between Old GM and Linden which relate directly to the sale of the Linden Property from Old GM to Linden.⁴ Furthermore, Linden would not have entered into, or agreed to perform its obligations under, any one of these agreements but for the existence of all the instruments described above. As such, all the agreements must be viewed as part and parcel of the same transaction and, therefore, they all must be rejected since "all of the contracts that comprise an

¹ For Block 469 Lots 38 and 39; Block 470 Lot 5.2; Block 470 Lot 7.2; Block 470 Lots 10 and 11; Block 471 Lots 7 and 8; Block 471 Lot 9.

² For Block 470 Lot 9.

³ The 2008 Purchase and Sale Agreement relates to a cogeneration plant adjacent to the real property which is subject to the 2007 Purchase and Sale Agreement.

⁴ All four Deeds which, notably, indicate in their initial paragraph that they are made "between" Old GM and Linden, include a variety of ongoing obligations, covenants and commitments on the part of Linden and in favor of Old GM.

integrated agreement must either be assumed or rejected, since they all make up one and the same contract.” *In re Exide Technologies, Inc.*, 340 B.R. 222, 228 (Bankr. D. Del. 2006). *See also In re Mirant Corp.*, 318 B.R. 100 (Bankr. N.D. Tex. 2004); *In re Ritchey*, 84 B.R. 474 (Bankr. N.D. Ohio 1988). Consequently, if the Court authorizes the Debtors to reject the 2007 Purchase and Sale Agreement, the enabling court order clearly should reference and include the six ancillary contracts and deeds described above. Just as the rejection of the 2007 Purchase and Sale Agreement will relieve the Debtors of their obligations under that executory contract, so, too, should Linden be relieved of its corresponding obligations under both the 2007 Purchase and Sale Agreement and all the other agreements which are integral parts of that transaction.

Dated: New York, New York
November 2, 2009

Respectfully Submitted,
THOMPSON HINE LLP

/s/ LAUREN M. MCEVOY
Lauren M. McEvoy, Esq.
335 Madison Ave, 12th Floor
New York, NY 10017
(212) 344-5680

and

Louis F. Solimine, Esq.
Suite 1400
312 Walnut Street
Cincinnati, Ohio 45202
(513) 352-6784

Attorneys for Linden Development, LLC

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Limited Objection of Linden Development, LLC was served this 2nd day of November 2009, electronically via the Court's CM/ECF System on the parties registered thereto, and upon the following parties by U.S. First Class Mail, postage prepaid and properly addressed:

Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, New York 10153
Counsel to the Debtors

Motors Liquidation Company
Attn: Ted Stenger
300 Renaissance Center
Detroit, Michigan 48265

General Motors Company
Attn: Lawrence S. Buonomo, Esq.
300 Renaissance Center
Detroit, Michigan 48265

Cadwalader, Wickersham & Taft LLP
Attn: John J. Rapisardi, Esq.
One World Financial Center
New York, New York 10281
*Counsel to the United States Department
of Treasury*

United States Department of the Treasury
Attn: Matthew Feldman, Esq.
1500 Pennsylvania Avenue NW
Room 2312
Washington, DC 20220

Vedder Price, P.C.
Attn: Michael J. Edelman, Esq. and
Michael L. Schein, Esq.
1633 Broadway
47th Floor
New York, New York 10019
Counsel to Export Development Canada

Kramer Levin Naftalis & Frankel LLP
Attn: Adam C. Rogoff, Esq.,
Robert T. Schmidt, Esq. and Amy Caton, Esq.
1177 Avenue of the Americas
New York, New York 10036
*Counsel to the Statutory Committee of
Unsecured Creditors*

Office of the United States Trustee for the
Southern District of New York
Attn: Diana G. Adams, Esq.
33 Whitehall Street
21st Floor
New York, New York 10004

U.S. Attorney's Office, S.D.N.Y.
Attn: David S. Jones, Esq. and Matthew L.
Schwartz, Esq.
86 Chambers Street
Third Floor
New York, New York 10007

/s/ LAUREN M. MCEVOY